

DEFENSE

Research and Development

**Agreement Between
the UNITED STATES OF AMERICA
and the CZECH REPUBLIC**

Signed at Prague February 22, 2008

with

Appendix



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“. . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

CZECH REPUBLIC

Defense: Research and Development

*Agreement signed at Prague February 22, 2008;
Entered into force February 22, 2008.
With appendix.*

**AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF DEFENSE OF THE CZECH REPUBLIC
CONCERNING
EXCHANGE OF
RESEARCH AND DEVELOPMENT INFORMATION**

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PREAMBLE

The Department of Defense of the United States of America (U.S. DoD) and the Ministry of Defense of the Czech Republic (CZ MoD), hereinafter referred to as the "Parties":

having a common interest in defense;

recognizing their deep and broad current bilateral cooperation in the field of defense;

noting the successful cooperation under the Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Czech Republic concerning Exchange of Scientific and Technical Information, signed in Washington on March 1, 1996, which expired on February 28, 2006;

recognizing the benefits of exploring opportunities for and promoting future international research, development, test, and evaluation (RDT&E);

desiring to improve their mutual conventional defense capabilities through the application of emerging technology; and

having independently conducted research and development (R&D) of the applications of various technologies, and recognizing the benefits of cooperation in the mutual exchange of R&D Information;

Have agreed as follows:

ARTICLE I

DEFINITION OF TERMS AND ABBREVIATIONS

Authorities	Government officials listed in this Agreement who are authorized to act on behalf of the Parties in matters pertinent to this Agreement.
Annex Authorities	Government officials listed in this Agreement who are authorized to act on behalf of the Parties in matters pertinent to implementation of this Agreement or Annexes thereto.
Classified Information	Any information that, under the national laws and regulations of either Party, requires protection in the interest of national security against unauthorized disclosure, misappropriation or loss, and has been designated as such by the application of a security classification marking, regardless of its form.
Contract	Any mutually binding legal relationship under national laws that obligates a Contractor to furnish supplies or services, and obligates one or both of the Parties to pay for them.
Contractor	Any entity awarded a Contract by a Party's Contracting Agency. This includes subcontractors.
Contracting Agency	The entity within the governmental organization of a Party that has authority to enter into, administer, or terminate Contracts.
Contractor Support Personnel	Persons specifically identified as providing administrative, managerial, scientific, or technical support services to a Party under a support Contract.
Controlled Unclassified Information (CUI)	Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. It could include information that has been declassified but remains controlled.
Designated Security Authority (DSA)	The security office approved by national Authorities to be responsible for the security aspects of this Agreement.
Establishments	Governmental organizations listed in an Information Exchange Annex that provide, or have an interest in, R&D Information to be exchanged.
Information Exchange Annex (IEA)	An Annex established under the provisions of this Agreement to exchange R&D Information of mutual interest concerning specified technology areas or categories of weapons.

Liaison Officers (LOs)	Representatives of the Parties, normally personnel accredited to embassies or missions, who may assist Annex Authorities, Technical Project Officers (TPOs), and Establishments in IEA-related efforts. This does not include representatives of one Party who are assigned on a temporary basis to work with organizations of the other Party except where such representatives have been assigned for the purposes of a specific IEA.
Party	A signatory to this Agreement represented by its military and civilian personnel. Contractors and Contractor Support Personnel shall not be representatives of a Party under this Agreement.
Production Information	Designs, drawings, chemical and mathematical equations, specifications, models, manufacturing techniques, software source code, and related information (excluding R&D Information) necessary to manufacture or substantially upgrade military materiel and munitions.
Research and Development (R&D) Information	Any research and development knowledge that can be communicated by any means, regardless of form or type, including, but not limited to, scientific, technical, business, or financial knowledge whether or not subject to copyright, patent, or other legal protection.
Technical Project Officers (TPOs)	Representatives of governmental organizations who are specifically authorized to exchange R&D Information under an IEA.
Third Party	A government other than the Government of a Party and any person or other entity whose government is not the Government of a Party.

ARTICLE II

OBJECTIVE AND SCOPE

2.1. The objective of this Agreement is to conduct reciprocal, balanced exchanges of R&D Information of mutual interest to the Parties.

2.2. The Parties may exchange R&D Information under this Agreement upon conclusion of individual IEAs. Each IEA shall specify the scope of R&D Information that may be exchanged. Exchanges of R&D Information under each IEA shall be on a reciprocal, balanced basis such that the R&D Information exchanged between the Parties shall be of approximately equivalent value, quantitatively and qualitatively, within each IEA to this Agreement.

2.3. Each IEA, upon conclusion, shall be entered into pursuant to this Agreement, the provisions of which are hereby incorporated by reference. Each IEA shall generally conform to the format outline provided in Appendix 1. Each IEA shall:

- 2.3.1. specify the scope of R&D Information exchange;
- 2.3.2. identify the Annex Authorities, TPOs, and Establishments;
- 2.3.3. specify any applicable special disclosure and use provisions, when necessary;
- 2.3.4. identify the highest level of classification of Classified Information that may be exchanged under the IEA; and
- 2.3.5. establish a termination date for the IEA not more than five years after the IEA enters into force.

2.4. Either Party may propose potential IEAs to be conducted under the provisions of this Agreement. The proposing Party may provide a written synopsis describing the proposed IEA to the other Party, and solicit its participation in concluding an IEA.

2.5. This Agreement permits the exchange of R&D-related computer software, subject to paragraph 2.2. of this Article and the restrictions established in an individual IEA, but does not permit the exchange of weapon, sensor, or related system computer software, or weapon, sensor, or related system computer software documentation.

2.6. Production Information shall not be exchanged or provided under this Agreement.

2.7. No material, equipment, end item, subsystem, component, special tooling, test equipment, or services may be exchanged or provided under this Agreement.

2.8. In the event of a conflict between the provisions of this Agreement and any Appendix or IEA to this Agreement, the Agreement shall take precedence.

ARTICLE III

MANAGEMENT

3.1. The Parties hereby establish the following Authorities for this Agreement, or their equivalents in the event of reorganization:

U.S. DoD: Director, International Cooperation, Office of the Undersecretary of Defense (Acquisition, Technology, and Logistics)

CZ MoD: Director, Armaments Division, MoD
Director, Defense Policy and Strategy Division, MoD

3.2. The Authorities shall be responsible for:

3.2.1. reviewing and recommending amendments to this Agreement in accordance with Article XII (Amendment, Termination, Entry into Force, and Duration) of this Agreement;

3.2.2. reviewing and recommending amendments to Appendix 1 (Model Information Exchange Annex) to this Agreement in accordance with Article XII (Amendment, Termination, Entry into Force, and Duration) of this Agreement; and

3.2.3. resolving issues brought forth by the Annex Authorities.

3.3. The Parties hereby establish the following Annex Authorities to coordinate their respective IEA efforts under this Agreement, or their equivalents in the event of reorganization:

U.S. DoD: The Office of the Assistant Secretary of the Army for Acquisition, Logistics and Technology (through the Deputy Assistant Secretary of the Army for Defense Exports and Cooperation (DASA (DEC)) for U.S. Army matters)

The Assistant Secretary of the Navy (Research, Development, and Acquisition) (through Navy International Programs Office for U.S. Navy matters)

The Deputy Under Secretary of the Air Force (International Affairs) (for U.S. Air Force matters)

CZ MoD: Director, Armaments Division, MoD

3.4. The Annex Authorities shall be responsible for:

- 3.4.1. exercising executive-level oversight of IEA efforts;
- 3.4.2. resolving issues brought forth by the TPOs;
- 3.4.3. concluding new IEAs on behalf of the Parties;
- 3.4.4. approving the amendment and termination of IEAs in accordance with Article XII (Amendment, Termination, Entry into Force, and Duration) of this Agreement; and
- 3.4.5. coordinating requests for Third Party transfers on behalf of the Parties in accordance with Article X (Third Party Transfers) of this Agreement.

3.5. Each IEA shall identify a single TPO to represent each Party. Unless otherwise set forth in an individual IEA, TPOs shall be responsible for:

- 3.5.1. exercising day-to-day management of IEA efforts;
- 3.5.2. resolving IEA issues and problems brought forth by Establishments;
- 3.5.3. referring issues to the Annex Authorities that cannot be mutually resolved by the TPOs;
- 3.5.4. recommending the development of new IEAs to the Annex Authorities;
- 3.5.5. recommending the amendment or termination of IEAs to the Annex Authorities;
- 3.5.6. amending the list of Establishments in IEAs;
- 3.5.7. establishing and maintaining annual R&D Information exchange objectives for each IEA, as appropriate;
- 3.5.8. maintaining oversight of the security aspects of the IEA in accordance with Article VIII (Controlled Unclassified Information) and Article IX (Security) of this Agreement;
- 3.5.9. acting as the national focal point for exchange of R&D Information under the IEA, and maintaining lists of R&D Information exchanged; and
- 3.5.10. any other unique responsibilities required for management of the IEA.

3.6. Each IEA shall identify Establishments that may, subject to TPO authorization and the provisions of Article IV (Channels of Communication and Visits) of this Agreement, exchange R&D Information and sponsor visits under the IEA.

3.7. All activities of the Parties under this Agreement and its IEAs shall be carried out in accordance with their national laws and regulations, including their export control laws and regulations.

ARTICLE IV

CHANNELS OF COMMUNICATION AND VISITS

4.1. Only those TPOs specified in individual IEAs to this Agreement are authorized to exchange R&D Information related to that IEA on behalf of the Annex Authorities. R&D Information exchanged between the Parties shall be forwarded by TPOs to their counterparts via Government-to-Government channels for appropriate dissemination. Liaison Officers may also assist TPOs in the transmission of R&D Information, as appropriate, in accordance with Article IX (Security).

4.2. Each Party shall permit IEA visits to its TPOs and Establishments by personnel from listed Establishments or Authorities of the other Party, provided that the visit is authorized by both Parties and visiting personnel have appropriate security clearances and a need-to-know.

4.3. All visiting personnel shall be required to comply with security regulations of the host Party. Any R&D Information disclosed or made available to visitors shall be treated as if supplied to the Party sponsoring the visiting personnel, and shall be subject to the provisions of this Agreement.

4.4. Requests for IEA visits by personnel of one Party to TPOs or Establishments of the other Party shall be coordinated through official governmental channels and shall conform with the established visit procedures of the host country. Requests for visits shall bear the name of the IEA and a proposed list of topics to be discussed. When requests for visits also include visits to Contractor facilities of the host country, which are outside the provisions of this Agreement, such requests will comply with that country's Contractor visit procedures.

4.5. Lists of personnel of each Party required to visit, on a continuing basis, IEA TPOs or Establishments of the other Party shall be submitted through official governmental channels in accordance with recurring international visit procedures.

ARTICLE V
FINANCIAL ARRANGEMENTS

5.1. Each Party shall bear the full costs it incurs in making, managing, and administering any R&D Information exchanges under this Agreement. No funds shall be transferred between the Parties. A Party shall promptly notify the other Party if available funds are not adequate to fulfill its responsibilities under this Agreement. If a Party notifies the other Party that it is terminating or reducing its funding for any R&D effort covered by a specific IEA, the Parties shall immediately consult with a view toward termination or continuation of the information exchange on a changed or reduced basis.

5.2. All obligations of the Parties shall be subject to the availability of appropriated funds for such purposes.

ARTICLE VI

CONTRACTUAL ARRANGEMENTS

6.1. This Agreement provides no authority for placing Contracts on the other Party's behalf in connection with any R&D Information exchanges under this Agreement. Furthermore, this Agreement creates no obligation to place Contracts to implement any R&D Information exchanges under this Agreement.

ARTICLE VII

DISCLOSURE AND USE OF RESEARCH AND DEVELOPMENT INFORMATION

- 7.1. R&D Information exchanged pursuant to an IEA shall be specifically described therein. Only R&D Information shall be exchanged under this Agreement.
- 7.2. Except as provided in paragraph 7.5. of this Article, the Parties (including its Contractor Support Personnel) may use the R&D Information exchanged under this Agreement solely for information and evaluation purposes by their respective defense Establishments.
- 7.3. R&D Information shall not be used by the receiving Party for any purpose other than the purpose for which it was furnished without the specific prior written consent of the furnishing Party. The receiving Party shall not disclose R&D Information exchanged under this Agreement to Contractors or any other persons, other than its Contractor Support Personnel, without the specific prior written consent of the furnishing Party.
- 7.4. The receiving Party shall ensure that Contractor Support Personnel, Contractors, or any other persons to whom it discloses R&D Information received under this Agreement, are placed under a legally binding obligation to comply with the provisions of this Agreement and the relevant IEA concerning the use, control, and protection of such R&D Information.
- 7.5. The Parties may determine in a specific IEA that R&D Information exchanged therein may be used for purposes other than for purposes of information and evaluation by their defense Establishments. The IEA shall contain specific provisions for such use, which may not extend beyond the defense purposes specified therein.
- 7.6. No transfer of ownership of R&D Information shall take place under this Agreement. R&D Information shall remain the property of the originating Party or its Contractors.
- 7.7. R&D Information shall be exchanged only when it may be done:
 - 7.7.1. without incurring liability to holders of proprietary rights; and
 - 7.7.2. when disclosure is consistent with national disclosure policies and regulations of the furnishing Party.
- 7.8. All R&D Information subject to proprietary interests shall be identified, marked, and handled in accordance with Article VIII (Controlled Unclassified Information) or Article IX (Security) of this Agreement.
- 7.9. R&D Information exchanged under this Agreement shall be disclosed to Third Parties by the receiving Party only in accordance with Article X (Third Party Transfers) of this Agreement.

7.10. The transfer of export-controlled information furnished by one Party shall be authorized by the Government of the furnishing Party only to those Contractor Support Personnel of the other Party who shall limit the end use of the information received for the sole purpose of furthering the purposes authorized under this Agreement. The Parties shall establish legal arrangements with their Contractor Support Personnel to ensure that their Contractor Support Personnel do not retransfer or otherwise use export-controlled information for any purpose other than the purposes authorized under this Agreement. Such legal arrangements shall also provide that the Contractor Support Personnel shall not re-transfer the export-controlled information to another Contractor without the Government of the furnishing Party's consent.

ARTICLE VIII

CONTROLLED UNCLASSIFIED INFORMATION

8.1. Except as otherwise provided in this Agreement or authorized in writing by the originating Party, Controlled Unclassified Information received under this Agreement shall be controlled as follows:

- 8.1.1. such information shall be used only for the purposes authorized for use of R&D Information as specified in Article VII (Disclosure and Use of Research and Development Information) of this Agreement;
- 8.1.2. access to such information shall be limited to personnel whose access is necessary for the permitted use under subparagraph 8.1.1., and shall be subject to the provisions of Article X (Third Party Transfers) of this Agreement; and
- 8.1.3. each Party shall take all lawful steps, which may include national classification, available to it to keep such information free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph 8.1.2., unless the originating Party consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the Controlled Unclassified Information may have to be further disclosed under any legislative provision, immediate notification shall be given to the originating Party.

8.2. To assist in providing the appropriate controls, the originating Party shall ensure that Controlled Unclassified Information is appropriately marked as defined in paragraph 8.3 of this Article.

8.3. The Parties shall decide, in advance and in writing, on the markings to be placed on the Controlled Unclassified Information, and describe such markings in a security instruction or similar document. The Parties' export-controlled information will be marked in accordance with the applicable export control markings as documented in the security instruction or similar document.

ARTICLE IX

SECURITY

9.1. All Classified Information exchanged pursuant to this Agreement shall be stored, handled, transmitted, and safeguarded in accordance with the Security Agreement Between the Government of the Czech Republic and the Government of the United States of America Concerning Security Measures for the Protection of Classified Military Information, dated September 19, 1995, as amended August 31, 2007.

9.2. Classified Information shall be transferred only through official Government-to-Government channels or through channels approved by the Designated Security Authorities (DSAs) of the Parties in accordance with Article IV (Channels of Communication and Visits) of this Agreement. Such information shall bear the level of classification and denote the country of origin, the distribution and access restrictions, and the fact that the Classified Information relates to this Agreement or one of its IEAs.

9.3. Each Party shall take all lawful steps available to it to ensure that Classified Information exchanged pursuant to this Agreement is protected from further disclosure, unless the originating Party consents in advance and in writing to such disclosure. The recipient Party shall comply with any distribution and access restrictions on Classified Information that is provided under this Agreement.

9.4. Information exchanged under this Agreement will normally take place at the unclassified level. However, information exchanged pursuant to an IEA may, on a case-by-case basis, be classified at a higher level if such exchange is sufficiently justified, and is processed and approved in accordance with the national disclosure policies and procedures of the Parties. Each Party shall ensure that access to Classified Information is limited to those persons who possess requisite security clearances and have a specific need for access to the Classified Information in order to participate in an IEA.

9.5. The existence of this Agreement is unclassified and the contents are unclassified. Classified Information exchanged pursuant to this Agreement may be classified as high as U.S. CONFIDENTIAL and Czech Republic DŮVĚRNÉ. The classification or the existence of any IEA and its contents will be stated in that IEA.

ARTICLE X

THIRD PARTY TRANSFERS

10.1. In accordance with Article VII (Disclosure and Use of Research and Development Information) of this Agreement, a Party shall not sell, transfer title to, transfer possession of, or otherwise disclose R&D Information to any Third Party without the prior written consent of the Party that provided such information. The providing Party shall be solely responsible for authorizing any Third Party sales or transfers and, as applicable, specifying the method and conditions for implementing any such sales or transfers.

ARTICLE XI

SETTLEMENT OF DISPUTES

11.1. Any disputes between the Parties arising under or relating to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to an individual, to any national or international tribunal, or to any other forum for settlement.

ARTICLE XII

AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

12.1. This Agreement, including Appendix 1 to this Agreement, may be amended upon the written consent of the Parties. The IEAs may be amended upon the written consent of the Annex Authorities. Annex Authorities may change TPO assignments, and TPOs may change the list of Establishments in their IEAs, through an exchange of correspondence.

12.2. This Agreement may be terminated at any time by the written consent of the Parties. The IEAs may be terminated at any time by the written consent of their respective Annex Authorities. In the event the Parties decide to terminate the Agreement, or the Annex Authorities decide to terminate any of the IEAs hereto, they shall consult at the appropriate level prior to the date of its termination to ensure termination on the most equitable terms.

12.3. In the event that a Party finds it necessary to terminate its participation unilaterally in this Agreement, or a Party's Annex Authority finds it necessary to terminate its participation unilaterally in any of the IEAs hereto, such termination shall be subject to the provisions of this Agreement. The terminating Party shall continue participation until the effective date of termination.

12.3.1. A Party may terminate its participation in this Agreement upon 120 days written notification to the other Party.

12.3.2. A Party's Annex Authority may terminate its participation in an IEA upon 60 days written notification to the other Party's Annex Authority.

12.4. The termination of this Agreement results automatically in the termination of all the IEAs to this Agreement.

12.5. The respective rights and obligations of the Parties regarding Article VII (Disclosure and Use of Research and Development Information), Article VIII (Controlled Unclassified Information), Article IX (Security), Article X (Third Party Transfers), and this Article XII (Amendment, Termination, Entry into Force, and Duration) of this Agreement shall continue notwithstanding termination or expiration of this Agreement or its IEAs.

12.6. This Agreement, which consists of the Preamble, twelve (12) Articles, and one Appendix, shall enter into force upon signature by the Parties and shall remain in force for twenty (20) years. The Parties shall consult no later than six years prior to the expiration of this Agreement and decide whether or not to extend its duration. It may then be extended by written consent of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

Signed, at Prague this 22 day of February, 2008 in duplicate, in the English and Czech languages, each being equally authentic.

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF
AMERICA:

Signature

Colonel Timothy F. Lindemann

Name

Defense and Air Attaché

Title

22 February 2008

Date

Prague

Location

FOR THE MINISTRY OF DEFENSE OF
THE CZECH REPUBLIC:

Signature

Ivan Dvořák

Name

Director, SOPS MO

Title

22 February 2008

Date

Prague

Location

APPENDIX 1
MODEL INFORMATION EXCHANGE ANNEX

**INFORMATION EXCHANGE ANNEX A/N/AF/D-YR-MO-#### TO THE
AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF DEFENSE OF THE CZECH REPUBLIC
CONCERNING EXCHANGE OF
RESEARCH AND DEVELOPMENT INFORMATION**

CONCERNING

(Provide Title)

In accordance with the Agreement Between the Department of Defense of the United States of America (U.S. DoD) and Ministry of Defense of the Czech Republic (CZ MoD) Concerning Exchange of Research and Development Information (U.S./Czech Master Information Exchange Agreement (MIEA)), dated _____, the following Information Exchange Annex (IEA) is hereby established.

1. DESCRIPTION: (Note: Provide a description of the scope.)

a. The scope of the Information Exchange Annex (IEA) is comprised of an exchange of Research and Development (R&D) Information in the following technology areas:

(1) **(Note: Provide a more specific description of the IEA's scope by listing pertinent technology areas where R&D Information is to be exchanged.)**

(2) **(Note: Specifically identify any proposed exchange of Technology Base computer software within the scope tasks, if envisioned.)**

b. Exchanges of R&D Information under this IEA shall be on a reciprocal, balanced basis such that the R&D Information exchanged between the Parties shall be of approximately equivalent value, quantitatively and qualitatively, in accordance with Article II (Objective and Scope) of the MIEA.

c. All R&D Information exchanges under this IEA shall conform with the Parties' national laws and regulations, including export control laws and regulations, and provisions of

the U.S./Czech MIEA, including the prohibitions against exchange of weapon, sensor, or related system computer software, weapon, sensor, or related system computer software documentation, exchange of Production Information, and exchange or provision of defense articles or services contained in Article II (Objective and Scope) of the U.S./Czech MIEA.

d. Correspondence and requests for R&D Information shall be handled in accordance with Article IV (Channels of Communication and Visits) and Article IX (Security) of the U.S./Czech MIEA.

e. This IEA provides no authority for placing contracts in accordance with Article VI (Contractual Arrangements) of the U.S./Czech MIEA.

f. R&D Information shall not be used by the receiving Party for any purpose other than the purpose for which it was furnished without the specific prior written consent of the originating Party in accordance with Article VII (Disclosure and Use of Research and Development Information) of the U.S./Czech MIEA. Unless specifically permitted under the provisions of paragraph 4. of this IEA, R&D Information exchanged under this Agreement is to be used by the receiving Party's Government employees and Contractor Support Personnel solely for information and evaluation purposes for its national defense.

2. **ANNEX AUTHORITIES, TECHNICAL PROJECT OFFICERS, LIAISON OFFICERS, AND ESTABLISHMENTS:** (Note: Identify both Parties' IEA Authorities, TPOs, Liaison Officers, and all Establishments here. Unique TPO responsibilities beyond the provisions of the U.S./Czech MIEA, if applicable, may also be outlined here.)

a. For the U.S. DoD:

(1) IEA Authority

(2) TPO

(3) LO(s) (where appropriate)

(a) _____

(4) Establishments

(a) _____

b. For the CZ MoD:

(1) IEA Authority

(2) TPO

(3) LO(s) (where appropriate)

(a) _____

(4) Establishments

(a) _____

3. SECURITY AND INFORMATION CONTROL:

a. The highest classification of R&D Information that may be exchanged under this IEA is _____.

b. All R&D Information exchanges under this IEA will conform with the security and information control provisions of the U.S./Czech MIEA, including Article VII (Disclosure and Use of Research and Development Information), Article VIII (Controlled Unclassified Information), Article IX (Security), and Article X (Third Party Transfers).

c. Annual R&D Information objectives may be specified, if appropriate. These objectives may be established through exchange of correspondence by the TPOs and will be revised annually by the TPOs to reflect current technology considerations. (**Note: The IEA Authorities have the option to require the mutual establishment of Annual Information Exchange Objectives.**)

4. SPECIAL DISCLOSURE AND USE OF INFORMATION PROVISIONS:

(Note: Most IEAs will not require the addition of any special provisions in this area. However, if the IEA Authorities desire to establish particular disclosure and use provisions in accordance with Article VII (Disclosure and Use of Research and Development Information) of the U.S./Czech MIEA, such text should be inserted here. For example, use of R&D Information may be authorized for use only in designated defense programs of the Parties.)

5. FINANCIAL RESPONSIBILITIES:

Each Party shall be responsible for its own costs in the performance of this IEA in accordance with Article V (Financial Arrangements) of the U.S./Czech MIEA.

6. TERMINATION AND DURATION OF THIS JEA ANNEX:

a. This IEA may be terminated at any time by the written consent of both IEA Authorities, who shall consult at the appropriate level prior to the date of termination to ensure termination on the most equitable terms. In the event a Party's IEA Authority finds it necessary to terminate its participation in this IEA unilaterally, it may terminate this IEA upon 60 days written notification to the other Party's IEA Authority. Termination of this IEA shall be subject to the provisions of Article XII (Amendment, Termination, Entry into Force, and Duration) of the U.S./Czech MIEA.

b. This IEA shall remain in force for a period of ____* years from the date of the last signature unless amended or extended by mutual written consent. Before the expiration of this IEA, the IEA Authorities shall review the IEA and may, by mutual written consent, extend the IEA for additional periods of up to five years.

c. This IEA shall be automatically terminated upon termination of the MIEA.

* *(Period not to exceed five years)*

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF
AMERICA:

Signature

Name

Title

Date

Location

FOR THE MINISTRY OF DEFENSE OF
THE CZECH REPUBLIC:

Signature

Name

Title

Date

Location